



Licence Agreement (Number: _____)

for Actum Solutions Software Products

The following parties:

Actum Solutions, a corporation under the laws of the Netherlands and having its registered place of business at 1704SB Heerhugowaard, Newtonstraat 27, hereinafter also referred to as "Actum Solutions"

and

company: _____

address: _____

represented by:

name: _____

function: _____

hereinafter also referred to as "Licensee"

WHEREAS:

Actum Solutions possesses the right to grant licenses for the use of Actum Solutions Software Products;

Licensee has a requirement to use one or more of the Actum Solutions Software Products as specified in the Attachment to this Agreement (purchase order form).

NOW THEREFORE IT IS AGREED AND DECLARED AS FOLLOWS:

Article 1. Definitions

1. "Actum Solutions Software Products" shall mean the current and future versions of software products distributed by Actum Solutions including updates, upgrades, modifications and includes related documentation delivered in computer readable form.
2. "Documentation" shall mean all materials published or produced for use with any Actum Solutions Software Product. Actum Solutions reserves the right to deliver Documentation in computer readable form only.
3. The Actum Solution Software Product shall be delivered to Licensee in objectcode only (unless expressly stated otherwise in writing).

Article 2. License

1. Actum Solutions herewith grants Licensee a nonexclusive and non-transferrable right to use the Actum Solutions Software Products as described in the attachment (purchase order form) to this Agreement.
2. The term of the license is perpetual unless specified otherwise in an attachment.
3. The title and ownership rights of the Actum Solutions Software Products shall remain in Actum Solutions. This licence does not include the right to sub-license.
4. Actum Solutions reserves the right to incorporate protection features in the Actum Solutions Software Products for ensuring use by authorised users only or to ensure timely payment.

5. The Actum Solutions Software Products shall be used exclusively by Licensee and its employees, including temporary personnel who agree to be bound by the terms of this agreement.
6. The Actum Solutions Software Products shall be used only for Licensee's internal data processing needs.

Article 3. Not permitted use

1. Licensee shall not copy, transfer to any other computer by physical or electronic means, sub-license the software nor make modifications, reverse engineer or disassemble the Actum Solutions Software Products.
2. Licensee shall not modify or make additions to the Software of the User Manual; nor distribute the Manuals to third parties or disclose the Software or the Manuals to, or permit the use by, any third party.
3. Licensee shall keep confident all information and Documentation to which it has access in the performance of this Agreement. Licensee will reasonably protect such information and Documentation and at a minimum provide the same safeguard afforded it own confidential information.

Article 4. Backup

Licensee is allowed to make two copies of the Actum Solution Software Product solely for backup, archival and disaster recovery purposes. Licensee shall retain possession and effective control of the backup copy at all times and shall maintain an accurate record of its location at all times.

Article 5. Intellectual property

The Software, Manuals, Training material, Logos, product names and other support materials, if any, are either patented, copyrighted, trademarked, or otherwise proprietary. Licensee agrees never to remove any such notices and product identification or to alter, obscure or add to the same.

Article 6. Non-disclosure

1. Parties agree that during the term of this agreement, nor at any time thereafter, not to reveal to any person information concerning the organisation, business or finances of the other Party which have come to the knowledge of a party during the term of the agreement.
2. Parties shall maintain all information disclosed by the other party concerning its business
3. Parties are obliged to impose a non-disclosure agreement to their employees and employed persons (third parties), that covers the conditions as imposed on Parties in this agreement.

Article 7. Payment

The license fee shall be payable in advance. Invoices shall be paid within 30 days from the date of invoice. If no currency is stated, invoices shall be payable in US \$.

Article 8. Limited warranty

1. The Software and Documentation is provided "as is" and without warranty of any kind, either express or implied, statutory or otherwise, including, but not limited to the implied warranties or merchantability and fitness for a particular purpose.
2. Licensee shall bear the entire risk as to the quality and performance of the software and user manual proving defective.
3. Actum Solutions does not warrant that the functions contained in the Software will meet the requirements of the Licensee nor that the operation of the Software will be uninterrupted or error free.
4. Actum Solutions warrants the media on which the Software is furnished to be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date you are licensed to use the software. Licensee shall notify Actum Solutions of any such defect within the said 90 day period.

Manuals and an affidavit certifying such destruction shall be supplied to Actum Solutions.

3. In the event of a breach by Licensee, no refund shall be payable of any money or other consideration paid by Licensee. Any termination shall be without prejudice to the accrued rights of Actum Solutions under this Agreement.
4. In the event of a breach by Actum Solutions Licensee shall be entitled to a refund of the license fee amortised over twenty four (24) months and a pro rata portion of any current Maintenance fee paid for.

Article 9. Limitation of liability

1. Actum Solution's entire liability and Licensee's exclusive remedy shall be:
2. The replacement of any media not meeting Actum Solution's "Limited Warranty" and which is returned to Actum Solutions or any authorised representative of Actum Solutions with a copy of your receipt.
3. If Actum Solutions or its authorised representative is unable to deliver replacement media which are free of defects in materials or workmanship, Licensee may terminate this License Agreement by returning the Software and user Manual, and all copies thereof, and the Fee will be refunded.
4. In no event will Actum Solutions be liable for any damages, including any lost profits, lost savings or other incidental indirect or consequential damages of losses arising out of the use or inability to use the Actum Solutions Software Products and User Manual even if Actum Solutions or an authorised representative of Actum Solutions has been advised of the possibility of such damages, or for any claim by another party.
5. In addition, Actum Solutions shall not be liable for any claim by Licensee or any other party for damages arising out of the use or inability to use such Software and User Manual and based upon strict liability or Actum Solution's negligence (other than claims for personal injury arising from such negligence).

Article 12. Miscellaneous

1. This License Agreement shall be governed by the laws of The Netherlands.
2. All disputes arising in connection with this Agreement shall be brought to the competent court in Alkmaar, the Netherlands.
3. No amendment or modification of this Agreement shall be valid unless accepted in writing by Actum Solutions.

IN WITNESS WHEREOF the parties have signed this Agreement.

Actum Solutions

R.P.A. Balvers, Managing Director

Date

Place

Licensee

Signature

Printed name

Title

Date

Place

Article 10. Maintenance

On request a separate Maintenance & Support Agreement shall be offered to Licensee.

Article 11. Termination

1. This License Agreement can be terminated by one of the parties upon a written notice sent by registered post effective immediately and without liability for compensation to the other party if the other party commits a breach of this Agreement which breach is not cured within a period of fourteen days of receiving written notice, send by registered post.
2. In case of termination by Actum Solutions Licensee is obliged to return the complete Software including all copies and User Manuals to Actum Solutions or destroy the complete software including all copies and User